

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORKJeanelle Pinnock

12 CV 01497

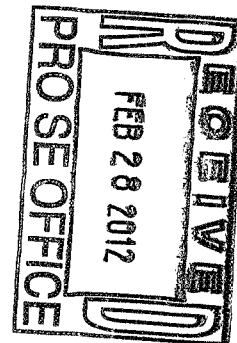
(In the space above enter the full name(s) of the plaintiff(s).)

COMPLAINT

-against-

1, CITY WORLD MOTOR LLCJury Trial: ☒ Yes ☐ No
(check one)2, TOYOTA MOTOR CREDIT CORPORATION3, TOYOTA FINANCIAL SERVICES

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)



I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff

Name

Jeanelle Pinnock

Street Address

1632 Arrow Avenue Apt 2

County, City

Bronx

State & Zip Code

NY 10469

Telephone Number

646-260-9467

- B. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1 Name CITY WORLD MOTOR, LLC
 Street Address 3329-3333 Boston Road
 County, City Bronx
 State & Zip Code NY 10469
 Telephone Number 718 655-7000

Defendant No. 2 Name TOYOTA MOTOR CREDIT CORPORATION
 Street Address 19001 S. Western Avenue
 County, City Torrance
 State & Zip Code California 90509
 Telephone Number 1 800-279-9032

Defendant No. 3 Name TOYOTA FINANCIAL SERVICES
 Street Address P.O. Box 22202
 County, City Owings Mills
 State & Zip Code Maryland 21117-1397
 Telephone Number 1 800-279-9032

Defendant No. 4 Name TOYOTA FINANCIAL SERVICES
 Street Address P.O. Box 17187
 County, City Baltimore
 State & Zip Code Maryland 21297-0511
 Telephone Number 1 800-279-9032

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

A. What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal Questions

☐ Diversity of Citizenship

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? Rescission of contract for Fraudulent Misrepresentation, using U.S postal service to swindle consumers.

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship U.S.

Defendant(s) state(s) of citizenship U.S.

III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? CITY WORLD MOTORS LLC.

B. What date and approximate time did the events giving rise to your claim(s) occur? September 17, 2011

C. Facts: They (CITY WORLD MOTORS LLC) took out a loan for the amount of \$32,652.54 USD, which is not even the correct amount, they convinced me to sign the contract for. CITY WORLD MOTORS LLC, was suppose to issue to me the total loan amount I was approved for. There was not a check received in my hand to give to the car dealership. As opposed to my belief that the financing would cover only the down payment, and that the balance of payment would be out of pocket to the contrary I wasn't reimbursed. This is fraud with intent, the amount they took out the loan for on my name and credit of \$32,652.54, they should have had insurance in the amount for this process.

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?

IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received. No medical treatment but I suffered

mental stress, depression from losing my job and now the vehicle that was taken on January 17, 2012.

V. Relief:

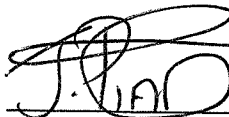
State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.

For the financial damage and mental stress I've encountered as a result of signing of vehicle lease contract, The 2011 Toyota RAV4 owned by TOYOTA MOTOR CREDIT CORPORATION, vehicle identification number 2T3BF4DUPBN116210, including all parts, the corporation known as CITY WORLD MOTORS LLC, and TOYOTA FINANCIAL SERVICES to return the vehicle or the value of the loan.
See Attached.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 27 day of February, 2012.

Signature of Plaintiff



Mailing Address

1632 Arnold Avenue Apt #2
Bronx NY 10469

Telephone Number

646-260-9467

Fax Number (if you have one)

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

For Prisoners:

I declare under penalty of perjury that on this _____ day of _____, 20____, I am delivering this complaint to prison authorities to be mailed to the *Pro Se* Office of the United States District Court for the Southern District of New York.

Signature of Plaintiff:

Inmate Number

SUI JURIS
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DANIEL PATRICK MOYNIHAN UNITED STATES COURTHOUSE
500 PEARL STREET, ROOM 230
NEW YORK, NEW YORK 10007

PLAINTIFF: Jeanelle Pinnock

**Complaint for action for Rescission
of Contract for Fraudulent
Misrepresentation**

AGAINST: CITY WORLD MOTORS, LLC
D.B.A. CITY WORLD TOYOTA
D.B.A CITY WORLD SCION
3329-3333 Boston Road
Bronx, N.Y. 10469
718-655-7000

TO THE UNITED STATES DISTRICT COURT

The complaint of the plaintiff Jeanelle Pinnock respectfully shows and alleges as follow:

PARTIES

Plaintiff is a citizen of the United States and domiciled in the State of New York 1632 Arnow Avenue, Bronx New York, 10469.

Defendant: CITY WORLD MOTORS, LLC is a corporation whose address is 3329-3333 Boston Road Bronx, N.Y. 10469.

Defendant: TOYOTA FINANCIAL SERVICES is a corporation whose address P.O. BOX 22202 OWINGS MILLS, MD 21117-1397, and P.O. BOX 17187 BALTIMORE MD 21297-0511.

JURISDICTION AND VENUE

Personal Jurisdiction is conferred to C.P.L.R. 302 (a)(1)(2)(3)(i)(ii) and venue is based on C.P.L.R.503 (a) the resident of plaintiff and 1641(a) , TILA (truth in lending act) FTC holder rule is (a sale in which credit is extended in connection with a "credit

sale" (see 16 C.F.R. 433.1(e) (2000) and 15 U.S.C. §1601 (1994), Regulation M and Regulation Z 12 C.F.R. Section 213.

FACTS

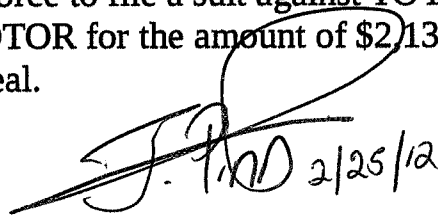
- 1) Plaintiff's claim is arising out of a Breach of Contract, and Rescission of Contract for fraudulent Misrepresentation with prejudice pursuant to C.P.L.R. 3002(e) Claim for damages and rescission of contract against CITY WORLD MOTORS LLC.
- 2) Fraud in the assignment of seller to assignee, TOYOTA FINANCIAL SERVICES, for repossessing my vehicle without lawful assignment pursuant for a fraudulent loan that was taking out on plaintiffs name and credit.
1. Before the undersigned , an officer duly commissioned by the laws of New York State , (on this day of January 20,2012) . I Jeanelle Pinnock hereby know these things to be true and factual.
2. On March 17, 2011, I Jeanelle Pinnock entered CITY WORLD MOTORS LLC. With the intentions of financing a vehicle. At the time I had a 2009 Toyota Camry, with approximately thirty nine thousand miles on the odometer. JAMIE BROWN, sales person for CITY WORLD MOTORS LLC, told me that my trade in was only valued at ten thousand dollars, and I had a negative deficit of seven thousand dollars.
3. The representative then told me it would be better to take out a lease, because it would have been better for me, and it would cancel off the negative deficit. It was explain that the lease would better for me than the finance. It would work out to be the price of the car ,plus tax, added with the negative deficit of \$7000.00USD, and a higher payment . After being there a couple of hours and running my credit to see how much the car would cost if I got it through finance, I decided to go with the lease with a down payment of \$2000.00USD, taking out the lease on a 2011 Toyota Rav4 to avoid the higher payment.
4. I was at CITY WORLD MOTOR LLC, for approximately five hours. Feeling tired and just wanting to go home, I agreed with the terms of the lease .
5. Upon my belief, after investigation, it became clear to me from documentation forwarded and/or presented, to me Jeanelle Pinnock, by Toyota Financial

Services. That the loan for the lease vehicle covered the entire amount of the vehicle meaning, it was purchased and fully paid for. On June 15, 2011 after going through the lease paper with a friend, to my understanding, They (CITY WORLD MOTORS LLC), took out a loan for the amount of \$32,652.54USD, which is not even the correct amount, they convinced me to sign the contract for. CITY WORLD MOTORS LLC, was suppose to issue to me the total loan amount I was approved for. There was not a check receive in my hand to give to the car dealership. As opposed to my belief that the financing would cover only the down payment, and that the balance of payment would be out of pocket, to the contrary I wasn't reimbursed. Even though the loan from my credibility covered the whole vehicle. So they frauded me by taking moneys in my name, and not reimburse me. This is considered fraud with intent. They should have taken out an insurance on the vehicle loan, which I was told that they do, to cover the whole transaction amount. Without my knowledge they receive money from the bank on my credit.

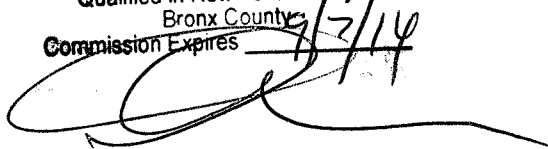
6. It was necessary for me to get a vehicle because, I have a child, and its necessary for transporting her to school and also myself to work, without much time to arrive to work. At the time I was working and it became hard for me to concentrate knowing I had this amount being taking out on my name and credit, and I did not receive any physical cash in my hand in the amount of \$32,652.54 USD. It led to me losing my job because of the emotional stress. I kept receiving statements saying I owe this alleged loan.
7. TOYOTA FINANCIAL SERVICES accompanied by TOYOTA MOTOR CREDIT CORPORATION LEXUS FINACIAL SERVICES repossessed the above mention automobile on January 17, 2012, in the early morning around 4am . Also the same company turned in my plates and registration to the DMV without sending them back to me, also without my consent, covering up their fraudulent actions. I am very distraught about what happend on 01/17/2012. The vehicle was taken to Staten Island where it was stored. I went to 1718 Richmond Terrace Staten Island, New York 10310 US, on 01/24/2012 to retrieve some very important documents from the car that I needed, and also a friend had left some of her things that she got from her employer, that she uses on her job. She was being threaten by her boss, stating that, if they did not get back the things it would cost her her job, and her possiblly being sued. I know her situation, and being that she is the bread winner of her family, I agreed with the terms of giving PAST DUE RECOVERY the keys, so that I could retrieve my documents, and my friend's things from the vehicle.

For the mental damage and stress I endured, I am requesting that TOYOTA MOTOR FINANCIAL SERVICES/ CITY WORLD MOTOR LLC discharge of the loan and relinquish all right to the 2011 Toyota Rav4 2t3bf4dv4bw116210, over to me Jeanelle

Pinnock. If the request is not met , I will be force to file a suit against TOYOTA
FIANCIAL SERVICES/CITY WORLD MOTOR for the amount of \$2,132,000.00
USD, for damages I incurred during this ordeal.

 2/25/12

CARLIBI ROJAS
Notary Public, State of New York
No 01RO6227732
Qualified in New York County &
Bronx County
Commission Expires 7/7/14



TO WHOM IT MAY CONCERN

Can you provide the "CUSIP" number or application and list all securities and tracking information related to this matter. PLEASE PROVIDE ANSWERS TO THE BELOW QUESTION.

- 1) Please provide all documents and information , related in any way, to your implication or allegation that a loan was given to Jeanelle Pinnock for the allege auto loan in question?
- 2) Which employee of the bank, lending institution(s), financing company(ies) authorized the transactions?
- 3) If the loan origination system, software, or other procedures, were used in the opening of the dispute account, please identify the system by name and/or identifier, and describe how it works.
- 4) According to the alleged loan agreement, was the purported lender or financial institution(s) involved in the alleged loan to use their own money as adequate consideration to purchase the promissory note from the alleged borrower? YES or NO
- 5) According to the bookkeeping entries, did the purported lender or financial institution(s) involved in the alleged loan use there own money as adequate consideration to purchase the promissory note from the alleged borrower? YES or NO
- 6) According to the alleged loan agreement, was the purported lender or financial institution(s) involved in the alleged loan to accept anything of value from the alleged borrower that would be used to fund a check, or similar instrument in approximately the amount of the alleged loan? YES or NO
- 7) According to the bookkeeping entries, did the purported lender or financial institution(s) involved in the alleged loan, accept anything of value from the alleged borrower that would be used to fund a check, or similar instrument in

approximately the amount of the alleged loan? YES or NO

8) Was the intent of the purported loan agreement, that the party that funded the loan should be repaid the money lent? YES or No

9) Did the purported lender or financial institution(s) involved in the alleged loan follow Generally Accepted Accounting Principles (GAAP)? YES or NO

10) Were all material facts disclosed in the written agreement? YES or NO

11) What was the name and address of any bank auditor or certified public accountant involved with or have any relation to the accounting function regarding the disputed account?

12) Identify the name of the records, system of the accounting records or ledgers reflecting the transaction for the disputed account

13) Were any loan numbers and identifiers to any loan numbers assigned to the disputed account? YES or NO

14) If you answered YES to the above question , please list those account numbers and identifiers to those account numbers

15) Explain how each account was created or originated.

16) Explain how much funds for each account were deposited and where they originated.

17) Was an account created with the purported loan amount then debited to fund the disputed account?

18) Please explain your answer to the above question.

19) State the name and address of collector (assignee) of the disputed account.

20) What are the terms of assignment of the disputed account? You may attach a facsimile, email or other wise of any records relating to such terms.

21) Have any claims been made by any creditor or assignee regarding this account? YES or NO

22) Have any insurance or re-insurance claims been made by any credited or assignee regarding this account? YES or NO

23) Has the purported balance of this account been used in any tax deduction claim? YES or NO

24) Please list the particular products or services sold by the collector (assignee) to the debtor and the dollar amount of each.

25) Please produce all records and tangible evidence relating to the questions herein and send them along with your response to the undersigned via the below name Notary Public.

Upon failure or refusal of collector to validate this collection action, demand for payment of alleged Auto loaned collector agrees to waive all claims against the plaintiff Jeanelle Pinnock.